

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: FEBRUARY 19, 2003 Division: TDC

Bulk Item: Yes X No      Department:                     

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**AGENDA ITEM WORDING:**

Approval of revised Cultural Umbrella Event Application that will be reflected within the Monroe County Tourist Development Operations Manual.

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**ITEM BACKGROUND:**

The Cultural Umbrella has recommended changes to the Event Application to make it easier for the promoter to complete, and the committee to evaluate allocations.

TDC approved same at the meeting of January 29, 2003.

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**PREVIOUS RELEVANT BOCC ACTION:**

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**CONTRACT/AGREEMENT CHANGES:**

See attached.

Revised application is attached first.

Application with strike throughs showing changes is attached second.

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**STAFF RECOMMENDATIONS:**

Approval

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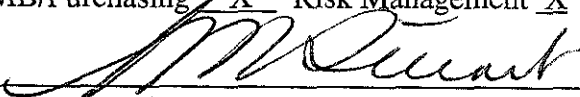
**TOTAL COST:** \$            **BUDGETED:** Yes X No     

**COST TO COUNTY:** NO COST INVOLVED **SOURCE OF FUNDS:** TDC

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
(Lynda Stuart)

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #** E20



**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL**  
**APPLICATION FOR CULTURAL UMBRELLA EVENT FUNDING**  
October 1, 2003 through September 30, 2004

Please number pages. The page numbers and page breaks should be the same as this application. Pages may be inserted as needed. Number inserted pages the same as the page before plus sub-numbers. Example: 2.1, 2.2, 2.3.

NAME OF PROPOSED EVENT:

VENUE (location/city):

DATE(S) OF EVENT:

AMOUNT REQUESTED: (Maximum request: \$25,000.00)

**I. EVENT PRODUCER INFORMATION** (The event producer is the organization or individual who is responsible for the event. In some cases, the event producer and the event are the same, for example: The Keys Players. In other cases, they are different, for example: the Pigeon Key Arts Festival is the event; the Pigeon Key Foundation is the producer.)

A. NAME OF EVENT PRODUCER:

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

YEAR LEGALLY ESTABLISHED (if organization):

FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER:

SUMMARIZE HISTORY OF EVENT PRODUCER:

B. CONTACT PERSON (should be familiar with application and authorized to speak for event sponsor):

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

C. ALTERNATE CONTACT PERSON:

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

D. AUTHORIZED PERSON List name of President and other individual(s) authorized to execute contracts and otherwise act on behalf of event producer:

NAME:

TITLE:

E. STAFF List staff members including volunteers responsible for administering and organizing this event with evidence of their qualifications and capabilities to accommodate the demands of the event.

NAME

QUALIFICATIONS AND CAPABILITIES

F. EVENT PRODUCER'S FINANCIAL STATEMENT Insert producer's total budget and financial statement, compilation, review or audit for the last completed fiscal year. Number as page 2.1, 2.2 etc.

## II. HISTORY OF PROPOSED EVENT

A. NUMBER OF YEARS this event has been produced: \_\_\_\_

3rd year and beyond – 1

2nd year event – 2

1st year event – 3

1 2 3

B. PREVIOUS FUNDING of this event from the Monroe County Tourist Development Council and by other state or federal agencies during the last five years.

Source of funding	Amount Requested	Amount Received	Year
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## III. PROPOSED EVENT INFORMATION

A. MONTH(s) OF EVENT (Please circle the appropriate month. Shoulder and off-season events will receive higher scoring):

January	4	July	4
February	1	August	4
March	1	September	5
April	1	October	5
May	3	November	5
June	5	December (1-20)	5

1 2 3 4 5

B. Number of days of event per year

One day	1
2-7 days	2
8-30 days	3
31-60 days	4
more than 60 days	5

1 2 3 4 5

**C. NARRATIVE SUMMARY OF EVENT**

Outline goals and objectives and describe in detail the proposed event. (What are you going to do and how are you going to do it?)

## EXHIBIT A

D.

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA  
**SCHEDULE OF EVENTS**

FISCAL YEAR 2004

EVENT NAME: \_\_\_\_\_

List scheduled event activities in date order. If pre-promotion is included, indicate the event dates of the next season. If funded, funds will be reimbursed only for the promotion of event activities listed here.

IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE OFFICE OF THE CLERK OF THE COURT.

E. MARKETING PLAN The marketing plan must be approved in advance by the advertising and public relations agencies of record. See cover page for contact information. Insert approval letters as pages 6.1 and 6.2.

Detail Marketing Plan here. Include all aspects of the proposed event with estimated number of persons to be reached through the different media. Provide source of information for estimated numbers. Specifically state how you plan to spend the Cultural Umbrella funds requested and summarized in Exhibit B

#### **IV. QUALITY OF PROPOSED EVENT**

**A. NARRATIVE** Discuss the overall excellence of the event. Discuss the artistic excellence, the tourist appeal, and the extent to which the event is unique to Monroe County or the district. How does it promote and showcase the destination's cultural, historic, and/or environmental resources?



**B. ATTENDANCE**

NUMBER OF PEOPLE ANTICIPATED TO ATTEND THE EVENT, THE NUMBER ATTENDING THIS CURRENT YEAR AND ACTUAL PAST ATTENDANCE:

	Vendors/Participants			Admissions/Spectators		
	Anticipated	Current	Actual	Anticipated	Current	Actual
	2004	2003	2002	2004	2003	2002
Monroe County Residents						
Out of County, Florida						
Out of State						
TOTAL						

1 2 3 4 5

**C. DETERMINATION OF ATTENDANCE**

1. HOW WAS PAST ACTUAL ATTENDANCE DETERMINED?

2. HOW WAS ANTICIPATED ATTENDANCE AT PROPOSED EVENT ESTIMATED?

3. PLAN FOR DETERMINING ACTUAL ATTENDANCE AT PROPOSED EVENT?

1 2 3 4 5

#### D. VALUE OF NATIONAL MEDIA EXPOSURE

1. Submit a detailed history of national and/or international media exposure of last event, and as a part of its entire package bringing guaranteed television, radio and newspaper advertising, including estimated reach and source of information. DO NOT INCLUDE PAID ADVERTISING.

#### OR

2. For a new event, submit the anticipated value of the new event to tourism. Include estimated media vendor circulation of your target market. DO NOT INCLUDE PAID ADVERTISING.

## **V. FINANCIAL INFORMATION:**

### **A. ALLOWABLE EXPENDITURES**

#### **ALLOWABLE ADVERTISING AND PROMOTION EXPENDITURES THAT MAY BE REIMBURSED WITH TOURIST DEVELOPMENT COUNCIL - CULTURAL UMBRELLA FUNDS:**

**NEWSPAPER AND MAGAZINE ADS:** List all publications where advertising will be placed. It is important that your ads are well balanced: the majority should be placed outside your district to encourage visitation and there should be some ads placed locally to encourage extended stay and provide visitors with information.

**RADIO ADS:** List all stations where advertising will be placed. Again, make sure ads are placed where visitors from outside your district will be made aware of your program.

**BROCHURES:** It is recommended that brochures be of weight and size that allows them to be placed in a standard rack and allows them to be mailed in a standard envelope with one stamp.

**DIRECT MAIL PIECE AND POSTAGE:** The cost of mailing items outside your district.

**POSTERS:** It is recommended that posters are of a reasonable size and cost. Distribution plans should be outlined.

**STREET BANNERS:** It is encouraged that reusable materials are purchased.

**LOGO DESIGN:** All artwork becomes the property of the Tourist Development Council. Copyrighted artwork that is being purchased has to be approved by the Umbrella. List artist to be contracted.

**TABLE TENTS:** List restaurants where tents will be distributed.

**AWARDS:** Must list the area and should be distributed to groups from outside region.

**PROGRAM:** Must be a promotional item. List distribution plans. If advertising is sold, the revenue raised must be deducted from the cost of the brochure.

**PROFESSIONAL PHOTOGRAPHERS:** Photos for brochures, programs, and publicity photographs must be approved by the advertising and public relations agencies *prior to being taken*.

**TV ADVERTISING:** List stations and audience. Majority of placement should reach an audience outside the district. **ADVERTISING THROUGH THE INTERNET:** Event-specific web pages may be submitted as part of the event advertising plan. Event-specific home pages will be featured on the TDC website only. Banner-style advertising is restricted to a hyperlink to the TDC website only. Production costs of the event-specific home page will be paid to third-party vendors. Pages produced by a third-party vendor must meet the TDC standards as set by [floridakeys.com](http://floridakeys.com) (telephone 305-292-1880)

B.

**STATEMENT OF INCOME & EXPENSE  
FOR PROPOSED EVENT, CURRENT YEAR, AND LAST COMPLETED YEAR**

The treasurer of the producer must sign this statement. The signature must be notarized. The figures for the last completed year should be actual. The items listed are for example only. Individual items can be changed or deleted to fit your event's income and expense.

EVENT NAME: \_\_\_\_\_

**INCOME**

**INCOME FROM SALES & ADMISSIONS**

	PROPOSED FY 2004	CURRENT FY 2003	ACTUAL FY 2002
FOOD	\$ _____	\$ _____	\$ _____
BEVERAGE	\$ _____	\$ _____	\$ _____
BOOTH RENTAL	\$ _____	\$ _____	\$ _____
ENTRY /ADMISSION FEES	\$ _____	\$ _____	\$ _____
PHOTO CONTEST	\$ _____	\$ _____	\$ _____
PROMOTIONAL ITEMS	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____

**OTHER INCOME  
(DO NOT INCLUDE IN-KIND)**

A).CULTURAL UMBRELLA	\$ _____	\$ _____	\$ _____
SPONSORS/CONTRIBUTIONS	\$ _____	\$ _____	\$ _____
GRANTS	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____

B). TOTAL INCOME	\$ _____	\$ _____	\$ _____
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Cultural Umbrella funds for the proposed FY are \_\_\_\_\_% of Total Income (A divided by B)

# EXPENSE

	PROPOSED FY 2004	CURRENT FY 2003	ACTUAL FY 2002
OPERATING EXPENSES			
* ADVERTISING & PROMOTION			
Media Advertising	\$ _____	\$ _____	\$ _____
Brochures, Posters, Programs	\$ _____	\$ _____	\$ _____
Direct Mail & postage	\$ _____	\$ _____	\$ _____
Photo Program	\$ _____	\$ _____	\$ _____
Public Relations	\$ _____	\$ _____	\$ _____
Promotional Items	\$ _____	\$ _____	\$ _____
(T-shirts, caps, jackets, etc.)			
Miscellaneous	\$ _____	\$ _____	\$ _____
SECURITY/CROWD			
CONTROL	\$ _____	\$ _____	\$ _____
SET-UP & CLEAN UP	\$ _____	\$ _____	\$ _____
EQUIPMENT RENTAL	\$ _____	\$ _____	\$ _____
INSURANCE	\$ _____	\$ _____	\$ _____
OFFICE EXPENSES	\$ _____	\$ _____	\$ _____
POSTAGE	\$ _____	\$ _____	\$ _____
RENT	\$ _____	\$ _____	\$ _____
DIRECTOR'S FEES	\$ _____	\$ _____	\$ _____
SALARIES	\$ _____	\$ _____	\$ _____
MISCELLANEOUS	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
C). TOTAL EXPENSES	\$ _____	\$ _____	\$ _____
NET PROFIT/LOSS (B minus C)	\$ _____	\$ _____	\$ _____

\_\_\_\_\_  
Treasurer

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public at Large  
State of Florida (SEAL)

\*Cultural Umbrella funds may be spent only for advertising and promotion.

1 2 3 4 5

C.

**EXHIBIT B**

**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA EVENT FUNDS  
BUDGET BREAKDOWN**

FISCAL YEAR 2004

EVENT NAME: \_\_\_\_\_

MEDIA ADVERTISING	\$ _____
BROCHURES, POSTERS, PROGRAMS	\$ _____
DIRECT MAIL & POSTAGE	\$ _____
PHOTO PROGRAM	\$ _____
PUBLIC RELATIONS	\$ _____
PROMOTIONAL ITEMS (T-SHIRTS, CAPS, JACKETS, ETC)	\$ _____
MISCELLANEOUS*	\$ _____
TOTAL	\$ _____

**\*MISCELLANEOUS MAY NOT EXCEED 15% OF THE ABOVE BUDGET.**

**ACTUAL EXPENDITURES MAY DEVIATE NO MORE THAN 10% FROM THIS BUDGET.**

**THE MAXIMUM REQUEST IS \$25,000.00.**

**FUNDS ARE PAID ON A REIMBURSEMENT BASIS.**

**ALL PRINT AND TELEVISION MATERIALS MUST DISPLAY THE CURRENT TDC LOGO.**

**ALL BROADCAST ADVERTISING PLACED OUTSIDE MONROE COUNTY MUST INCLUDE THE LINE  
"SPONSORED IN PART BY THE FLORIDA KEYS AND KEY WEST."**

**ALL BROADCAST ADVERTISING PLACED INSIDE MONROE COUNTY MUST INCLUDE THE LINE  
"SPONSORED IN PART BY THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL."**

**IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE  
OFFICE OF THE CLERK OF THE COURT.**

D. CONTRIBUTIONS IN CASH, ANTICIPATED (Cash and in-kind contributions are important because they show community support.)

1. List anticipated cash contributions, sponsorships, grants. List each separately.

CONTRIBUTOR, SPONSOR, GRANT

AMOUNT

TOTAL\$ \_\_\_\_\_

2. Insert **letters of commitment** for each anticipated cash contribution or sponsorship. (Letters of commitments for anticipated grants are not necessary). Number letters as pages 14.1, 14.2, 14.3, etc.

1 2 3 4 5

### E. CONTRIBUTIONS IN-KIND, ANTICIPATED

1. List all in-kind anticipated contributions (including complimentary rooms, functions, services, and volunteer hours at up to \$10 an hour):

CONTRIBUTOR	TYPE	DOLLAR VALUE
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TOTAL \$ \_\_\_\_\_

### 2. LETTERS OF COMMITMENT

Insert **letters of commitment** for each in-kind contribution. Number letters as pages 15.1, 15.2, 15.3, etc.

3. TOTAL CASH AND IN-KIND CONTRIBUTIONS \$ \_\_\_\_\_

1 2 3 4 5



## **VI. SCORING SYSTEM**

Scoring will be considered under the following criteria:

- 1 – unacceptable
- 2 - below average
- 3 – average
- 4 - above average
- 5 - excellent

Upon evaluation of the application, the total scores will be tabulated and applications scoring 36 or less will not be considered for funding. Those events that meet the minimum scoring requirements as noted above, will be ranked starting with the highest score.

**NON-COLLUSION AFFIDAVIT  
AND VERIFICATION**

I, \_\_\_\_\_, of the city of \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that:

1) I am \_\_\_\_\_, the bidder making the Proposal for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or a agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

**VERIFICATION**

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
President's Name Typed

\_\_\_\_\_  
President's Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_,  
known to be the persons named in and who executed the foregoing document.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed, or stamped commissioned  
Name of notary public)

## SAMPLE FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "BOCC") and (name of event sponsor) (hereinafter referred to as "Event Sponsor");

WHEREAS, the umbrella organization under contract to the BOCC has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event;

THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. BOCC shall pay a sum not to exceed (numeric) (written) for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit B, for production of the (name of event) on (date of event). Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. Monroe County's performance an obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.
2. (Insert Name of event sponsor) shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the Tourist Development Council (TDC) and BOCC. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with said event. In order for event sponsor to be reimbursed for expenditures, the invoices must be submitted no later than \_\_\_\_\_, 20\_\_\_\_.
3. (Insert Name of event sponsor) shall reimburse BOCC for any amount of funds expended by BOCC in connection with an event which does not occur as a result of any act or omission by Event Sponsor.
4. (Insert Name of event sponsor) covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.
5. (Insert Name of event sponsor) shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit BOCC and its agents and employees access to said records at reasonable times.

6. BOCC may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the event and may terminate for breach upon providing to **(insert Name of event sponsor)** notice at least seven (7) days prior to the effective date of the termination.

7. **(Insert Name of event sponsor)** is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. **(Insert Name of event sponsor)** warrants that he/she/it has not employed retained or otherwise had act on his/her/its behalf any former COUNTY office or employee in violation of Section 2 or Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the COUNTY may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present COUNTY officer or employee.

9. "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized representative,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)

Attest:

**(Event Sponsor)**

By. \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

OR

\_\_\_\_\_  
Witness